

MEMORANDUM OF TRUST

TO WHOM IT MAY CONCERN: **NANCY B. SMITH AND GREGORY L. SMITH**, as Co-Trustees of the GST Nonexempt Marital Trust under the Frank P. Smith, Jr. Declaration of Trust of June 5, 1990, as amended, execute this Memorandum of Trust in accordance with Mississippi law.

1. Name of Trust. The name of the trust is the Frank P. Smith Jr. GST Nonexempt Marital Trust ("GST Nonexempt Marital Trust") established under the Frank P. Smith, Jr. Declaration of Trust dated June 5, 1990, as amended (the "Trust Agreement").

2. Identity and Address of Trustees. The co-trustees of the GST Nonexempt Marital Trust are Nancy B. Smith and Gregory L. Smith.

3. Address of Trustee. The address of the co-trustees is 500 Dogwood Road, Hurricane Mills, Tennessee 37078.

4. Date of Execution. The Trust Agreement was executed on June 5, 1990, and amended on March 20, 1993, and March 17, 2003.

5. Successor Trustees. If **NANCY B. SMITH** ceases to act as trustee of the GST Nonexempt Marital Trust at any time, because of her death, disability, resignation or for any other reason, **GREGORY L. SMITH** shall be the sole trustee of the GST Nonexempt Marital Trust. If **GREGORY L. SMITH** ceases to act as trustee of the GST Nonexempt Marital Trust at any time, because of his death, disability, resignation or for any other reason, **NANCY B. SMITH** shall appoint a successor co-trustee. Those co-trustees shall act, or delegate the authority to act (either between themselves or to third parties), by unanimous agreement.

6. Trustees' Powers. In administering the trust, the Trustees shall have all of the Trustee powers and discretions conferred upon such Trustees by the laws of the State of Ohio as well as any powers that are conferred upon the Trustees by the Trust Agreement. Without limiting the generality of this grant, the Trustees shall expressly have the following powers set forth in Paragraph 4.1 of the Trust Agreement:

(a) To sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real or personal, held in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the trustee may deem advisable.

(b) To invest and reinvest in such stocks, bonds and other securities and properties as the trustee may deem advisable, including but not limited to real estate.

(c) To employ a licensed real estate broker or brokers in connection with the sale of real property held in any trust established hereunder, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.

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(d) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any trust assets which the trustee may deem advisable.

(e) To lease any real estate (with or without the privilege of purchase) for such term or terms and upon such conditions and rentals and in such manner as the trustee may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any such real estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the trustee may deem proper; and to set aside income for a depreciation or depletion reserve as the trustee may deem advisable.

(f) To borrow such amount or amounts of money (from the trustee individually or from any other person, firm or corporation) upon such terms and conditions as the trustee may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefor with or without powers of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the trust assets.

The Trustees have executed this Memorandum of Trust this 28 day of November, 2003.

Nancy B. Smith
NANCY B. SMITH, Co-Trustee

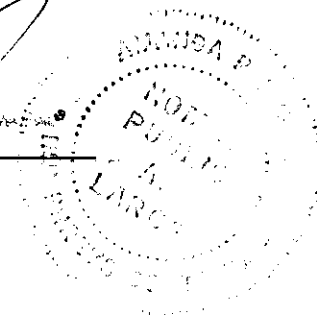
G. E. Smith
GREGORY E. SMITH, Co-Trustee

STATE OF Tennessee)
) SS:
COUNTY OF Humphreys

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by NANCY B. SMITH, this 28 day of November, 2003.

My commission expires: 1-12-04

[Signature]
Notary Public



STATE OF CALIFORNIA)
) SS:
COUNTY OF ORANGE)

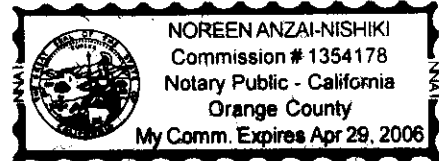
ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by **GREGORY L. SMITH**,
this 26th day of November, 2003.

My commission expires: April 29, 2006.

Noreen Anzai-Nishiki
Notary Public

The foregoing instrument was prepared by:

William L. Montague
GREENEBAUM DOLL & MCDONALD PLLC
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3102 West End Avenue
Nashville, Tennessee 37203-1304



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